

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schwing America, Inc.		03/31/2006	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Schwing Bioset, Incorporated		
Street Address:	350 SMC Drive		
City:	Somerset		
State/Country:	WISCONSIN		
Postal Code:	54025		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1833116	SFMS	
CORRESPONDENCE DATA			
Fax Number:	(612)339-6580		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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ATTORNEY DOCKET NUMBER:	S51.22-06		
NAME OF SUBMITTER:	Larrin Bergman		
Signature:	/Larrin Bergman/		
Date:	10/18/2010		

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ASSET PURCHASE AGREEMENT

By

SCHWING BIOSET INCORPORATED

and

SCHWING AMERICA, INC.

TRADEMARK

REEL: 004298 FRAME: 0090

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2.2 LIABILITIES

(a) Assumed Liabilities. On the Closing Date, Buyer will assume and agree to discharge only Liabilities of Seller arising after the Closing Date under any Seller Contract included in the Assets (other than any Liability arising out of or relating to a breach which occurred prior to the Closing Date), including any Liability related to Seller's service and warranty obligations with respect to the Seller's Contracts related to the Material Handling and Environmental Business up to the amount Deferred Service Revenue credited in the Purchase Price plus the accrued vacation liability of Hired Employees but not any liability related to accrued sick time (collectively, the "Assumed Liabilities").

(b) Retained Liabilities. "Retained Liabilities" means every Liability of Seller, other than the Assumed Liabilities. All of the Retained Liabilities will remain the sole responsibility of and will be retained, paid, performed and discharged solely by Seller.

2.3 PURCHASE PRICE

The total purchase price for the Assets shall be less a credit of for the Assumed Liabilities or a net amount of (the "Purchase Price"). Any amount due shall be drawn as an advance against the Loan Agreement. The parties agree that the Purchase Price was determined based on the book value of the Assets and Assumed Liabilities as of The parties will cooperate with one another to make an adjustment to the Purchase Price based on the book values as of by Any adjustment shall be made as a credit against the note amount or wire transfer.

2.4 CLOSING

The Closing will take place at the offices of Seller, or by telephone and fax as the parties shall agree, on the later of (i) or (ii) the date that is 3 business days following the satisfaction or waiver in writing of each of the conditions to Closing contained in this Agreement, but in any event no later than

2.5 CLOSING OBLIGATIONS

At the Closing:

- (a) Seller will deliver to Buyer:
 - (i) a bill of sale for and assignment of all of the Assets in the form of Exhibit 2.5(a)(i) (which assignment will also contain Buyer's undertaking and assumption of the Assumed Liabilities) (the "Bill of Sale and Assignment and Assumption Agreement") executed by Seller, together with any Consent required for such assignment;
 - (ii) if required by the applicable lease, letters of consent with respect to Seller's lease Connecticut and Houston facilities from each of the

respective landlords;] [NOTE: Only if Landlord's consent is required by respective lease. Also see Section 3.4(a).];

(iii) a Bioset sublicense agreement in the form of Exhibit 2.5(a)(iii) (the "Bioset Sublicense");

(iv) all release documentation reasonably requested by and in a form reasonably acceptable to Buyer, evidencing the release of all security arrangements over the Assets; and

(v) a certificate executed by an executive officer of Seller certifying as to the accuracy of Seller's representations and warranties as of the Closing Date and as to its compliance with and performance of its covenants and obligations performed or complied with on or before the Closing Date under this Agreement.

(b) Buyer will deliver to Seller:

(i) the Loan Agreement in the principal amount of an executed counterpart to the Bill of Sale and Assignment and Assumption Agreement; and

(ii) an executed counterpart to the Bioset Sublicense; and

(iii) a certificate executed by an executive officer of Buyer certifying as to the accuracy of Buyer's representation and warranties as of the Closing Date and as to its compliance with and performance of its covenants and obligations performed or complied with on or before the Closing Date under this Agreement.

2.6 CONSENT TO ASSIGNMENT

To the extent that the assignment of any Seller Contract requires the Consent of another person, this Agreement will not constitute an agreement to assign such Seller Contract if an attempted assignment would constitute a breach thereof. Seller will use commercially reasonable efforts to obtain any required Consents to the assignment of each Seller Contract. If a required Consent to the assignment of a Seller Contract is not obtained, then to the extent permitted by Legal Requirements, Seller will cooperate with Buyer to provide for Buyer the benefits under such contract, including enforcement, at the cost of and for the benefit of Buyer, of any and all rights of Seller against any other party.

2.7 ALLOCATIONS/PRORATION

The Purchase Price under this Agreement will be allocated as agreed upon by the parties. After the Closing, the parties will make consistent use of the allocation, fair market value and useful lives agreed upon by the parties for all tax purposes and in any and all filings, declarations and reports. Neither Buyer nor Seller will contend or represent that such allocation is not a

correct allocation. All fees, taxes, charges and like items not expressly addressed in this Agreement will be prorated as of the Closing Date.

3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

3.1 ORGANIZATION AND GOOD STANDING

Seller is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, with full power and authority to perform all its obligations under this Agreement and all Applicable Contracts.

3.2 ENFORCEABILITY

This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms. Any other agreements to which Seller is a party pursuant hereto (collectively, the "Ancillary Agreements") will, upon execution and delivery, constitute the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms. Seller has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Ancillary Agreements and to perform its obligations under this Agreement and the Ancillary Agreements.

3.3 NO GOVERNMENTAL AUTHORIZATION OR CONSENTS; NO CONFLICT

(a) Except as set forth in Schedule 3.3(a) or as otherwise contemplated by this Agreement, Seller is not and will not be required to give any notice to or obtain any Governmental Authorization or other Consent from any person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

(b) Except as set forth in Schedule 3.3(b), neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time):

- (i) contravene any provision of Seller's Organizational Documents or any resolution adopted by the board of directors or the shareholders of Seller;
- (ii) contravene any Governmental Authorization or Legal Requirement to which Seller or any of the Assets may be subject;
- (iii) contravene any applicable Contract;
- (iv) cause Buyer to become subject to, or to become liable for the payment of, any Tax; or

- (v) result in the imposition or creation of any Encumbrance upon or with respect to any of the Assets.

3.4 TITLE TO PROPERTIES AND ASSETS; ENCUMBRANCES

(a) Schedule 3.4(a) contains a true and correct copy of the respective leases of Seller's facilities in Connecticut and Houston used in the Material Handling and Environmental Business (the "Leases") leased by Seller. Each of the Leases is valid, binding and enforceable in accordance with any terms on Seller and on the respective lessor, and is in full force and effect and there are no offsets or defenses by tenant or lessor thereunder. Neither Seller nor the lessor is in default under the Lease and no events or circumstances have occurred which, with or without notice or lapse of time or both, would constitute defaults under any Lease. The assignment of the Leases by Seller to Buyer will not (i) permit the lessor to accelerate the rent or cause the Lease terms to be renegotiated, (ii) constitute a default thereunder, or (iii) require the Consent of the lessor or any third party.

(b) All of the Assets are identified on Schedule 2.1. Seller has, and at the Closing, Buyer will receive, good title to all owned Assets free and clear of all Encumbrances and a valid leasehold interest in all leased Assets disclosed as such on Schedule 2.1, subject only to the respective leases.

3.5 CONDITION AND SUFFICIENCY OF ASSETS

The tangible Assets are in good operating condition and repair (ordinary wear and tear excepted), and are adequate for the uses to which they are being put, and none of such tangible Assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. Except as to the assets related to the services to be provided pursuant to Section 7.7 below and the assets and operational support set forth on Schedule 3.5, the Assets (a) constitute all of the assets, tangible and intangible, of any nature whatsoever, necessary to operate the Material Handling and Environmental Business in the manner presently operated by Seller and (b) include all of the operating assets of Seller relating to the Material Handling and Environmental Business.

3.6 LEGAL PROCEEDINGS; ORDERS

Except as specified on Schedule 3.6, there is no pending Proceeding that has been commenced by or against Seller or that otherwise relates to any of the Assets, and to Seller's knowledge, no such Proceeding has been threatened. No Proceeding specified on Schedule 3.6 challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. Seller retains all liability and expense related to the matters disclosed on Schedule 3.6.

3.7 BROKERS OR FINDERS

Neither Seller nor any of its agents have incurred any Liability for brokerage or finders' fees or agents' commissions or other similar payment in connection with the Contemplated Transactions.

4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

4.1 ORGANIZATION

Buyer is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is authorized to do business in the States of Connecticut, Florida and Texas.

4.2 ENFORCEABILITY; NO CONFLICT

This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Each Ancillary Agreement to which Buyer is a party will, upon execution and delivery, constitute the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Buyer has the absolute and unrestricted right, power, and authority to execute and deliver this Agreement and the Ancillary Agreements and to perform its obligations under this Agreement and the Ancillary Agreements.

4.3 CERTAIN PROCEEDINGS

There is no pending Proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's knowledge, no such Proceeding has been threatened.

4.4 BROKERS OR FINDERS

Neither Buyer nor any of its agents have incurred any Liability for brokerage or finders' fees or agents' commissions or other similar payment in connection with the Contemplated Transactions.

5. EMPLOYEES

At the Closing, Buyer will employ the persons specified on Schedule 5 (the "Hired Employees") under terms substantially similar to those provided to such employees of the Material Handling and Environmental Business prior to the Closing Date. All other employees will remain with Seller. Seller shall pay to Buyer all amounts accrued for the Hired Employees which shall be assumed by Buyer at the Closing however, Seller shall otherwise be responsible for all employee benefits which had accrued before the Closing Date.

6. INDEMNIFICATION; REMEDIES

6.1 SURVIVAL; RIGHT TO INDEMNIFICATION NOT AFFECTED BY KNOWLEDGE

All representations, warranties, covenants, and obligations in this Agreement, the disclosure schedule and other schedules, the supplements to the disclosure schedule and any certificate or document delivered pursuant to this Agreement will survive the Closing. The right to indemnification, reimbursement, payment of damages or other remedy based on such representations, warranties, covenants, and obligations will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of having been acquired) about, the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, reimbursement, payment of damages, or other remedy based on such representations, warranties, covenants, and obligations.

6.2 INDEMNIFICATION BY SELLER

Seller will indemnify and hold harmless Buyer and its representatives, equity owners, controlling persons, employees and affiliates (collectively, the "Indemnified Persons") for, and will pay to the Indemnified Persons the monetary value of, any Adverse Consequences, whether or not involving a third-party claim, arising directly or indirectly from or in connection with:

- (a) any breach of any representation or warranty made by Seller in this Agreement (including any Schedule) as of the date of this Agreement or as if such representation or warranty were made on and as of the Closing Date, or in any other document;
- (b) any breach by Seller of any covenant or obligation of Seller in this Agreement;
- (c) any Retained Liabilities;
- (d) any failure to comply with Legal Requirements relating to fraudulent transfer or bulk sales with respect to the Contemplated Transactions;
- (e) any Liability to (i) any Hired Employee with respect to or arising out of any act or event prior to the Closing Date or (ii) any employee, independent contractor, or subcontractor of Seller who is not a Hired Employee;
- (f) any Liability relating to or arising out of Seller's ownership or operation of the Material Handling and Environmental Business or the Assets prior to the Closing Date;
- (g) any Employee Benefit Plans of Seller;

(h) any claim by any person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any such person with Seller (or any person acting on their behalf) in connection with any of the Contemplated Transactions; and

(i) any and all Proceedings, demands or assessments, and costs and expenses incidental to any of the matters set forth in Section 6.2(a)-(h); and

(j) any service or warranty obligations with respect to the Seller's Contracts related to the Material Handling and Environmental Business assumed by Buyer and performed by Buyer which exceeds the amount of Deferred Service Revenue credited in the Purchase Price.

6.3 INDEMNIFICATION BY BUYER

Buyer will indemnify and hold harmless Seller, and will pay to Seller the monetary value of any Adverse Consequence arising, directly or indirectly, from or in connection with:

(a) any breach of any representation or warranty made by Buyer in this Agreement or in any other document;

(b) any breach by Buyer of any covenant or obligation of Buyer in this Agreement;

(c) any Assumed Liabilities;

(d) any claim by any person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such person with Buyer (or any person acting on its behalf) in connection with any of the Contemplated Transactions; and

(e) any and all Proceedings, demands or assessments, and costs and expenses incidental to any of the matters set forth in Section 6.3(a) through (d).

7. POST-CLOSING COVENANTS

7.1 FURTHER ASSURANCES

The parties will cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and the parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the Contemplated Transactions.

7.2 PAYMENT OF ALL TAXES RESULTING FROM SALE OF ASSETS BY SELLER

Seller will pay in a timely manner all taxes (including all sales, transfer, registration, use, value added or similar taxes or fees) resulting from or payable in connection with the sale and transfer of the Assets pursuant to this Agreement, regardless of the person on whom Legal Requirements impose such taxes.

7.3 PAYMENT OF OTHER RETAINED LIABILITIES

In addition to payment of taxes pursuant to Section 7.2, Seller will pay in full, or make adequate provision for the payment in full of, all of the Retained Liabilities and other Liabilities of Seller under this Agreement. If any such Liabilities are not so paid or provided for, or if Buyer reasonably determines that failure to make any payments will impair Buyer's use or enjoyment of the Assets or conduct of the Material Handling and Environmental Business, Buyer may at any time after the Closing Date elect to make all such payments directly (but will have no obligation to do so) and pursue its indemnification rights and remedies pursuant to Section 6 and set off and deduct the full amount of all such payments from the unpaid balance of the Purchase Price or from any other amounts owed to Seller. Buyer will receive full credit for all payments so made.

7.4 COVENANT NOT TO COMPETE; NONSOLICITATION

(a) For a period of 5 [five] years after the Closing Date, Seller will not, directly or indirectly, do any of the following in North America with respect to the Assets or the Material Handling and Environmental Business except as expressly provided for in this Agreement or the Ancillary Agreements:

(i) own, manage, operate, control, be or remain employed or retained at, act as consultant or advisor to, render any services for, have any financial interest in, or otherwise be connected in any manner with the ownership, management, operation, or control of any person, firm, partnership, corporation, or other entity that is engaged in the Material Handling and Environmental Business or to any business substantially similar to that carried on by Buyer utilizing the Assets, provided that this clause will not apply to the beneficial ownership of less than 5% of any class of common stock registered pursuant to Section 12 of the Securities Exchange Act of 1934; or

(ii) with respect to the Material Handling and Environmental Business, solicit the business of any person who to Seller's knowledge is a customer of the Material Handling and Environmental Business or any person who was a customer or account of Seller at the time of the Closing or within the preceding year or induce or seek to induce any such customer or account or a supplier or other business relation of Buyer to cease doing business with Buyer, or otherwise interfere with any such business relationship.

(b) Except as a result of general solicitation or with the prior approval of the other party, for a period of two years after the Closing Date:

(i) Seller will not, directly or indirectly, employ or offer employment to or engage as an independent contractor any employee of Buyer or induce or

attempt to induce any employee of Buyer to leave the employ of Buyer, or otherwise interfere with any such relationship; and

(ii) Buyer will not, directly or indirectly, employ or offer employment to or engage as an independent contractor any employee of Seller or induce or attempt to induce any employee of Seller to leave the employ of Seller, or otherwise interfere with any such relationship.

Seller agrees, after consultation with legal counsel, that all of the foregoing provisions are reasonable and are necessary to protect and preserve the value of the Assets and to prevent any unfair advantage being conferred on Seller.

7.5 CUSTOMER AND OTHER BUSINESS RELATIONSHIPS

(a) Following the Closing, Seller will cooperate with Buyer in its efforts to continue and maintain for the benefit of Buyer those business relationships of Seller existing prior to Closing and relating to the Material Handling and Environmental Business, including relationships with regulatory authorities, licensors, customers, suppliers, and others.

(b) Seller will refer to Buyer all notices and inquiries relating to the Material Handling and Environmental Business. Seller will take no action which would tend to diminish the value of the Assets after Closing or which would interfere with the business of Buyer to be engaged in after the Closing Date, including, without limitation, disparaging the name or business of Buyer.

7.6 TRANSFER OF WARRANTIES

In the event that any of the Assets are under any warranty or vendor's indemnification agreement from the manufacturer or the original seller thereof, the Buyer shall be entitled to the benefit of the warranty or vendor's indemnification agreement to the extent that the warranty or vendor's indemnification agreement is transferable to the Buyer and Seller shall at the reasonable request of the Buyer, execute such instruments as may be required to transfer the warranty to the Buyer.

7.7 TRANSITION SERVICES AND FUTURE INVENTORY PURCHASES

For a period of one year after the Closing Date, Seller will use commercially reasonable care in providing to Buyer, at no charge, payroll, human resource, purchasing, accounting, legal, bonding and insurance services substantially similar to the services provided by Seller to the Material Handling and Environmental Business prior to the Closing Date. Seller will provide such services with the same degree of care, skill and procedure customarily exercised when engaged in similar activities for itself.

From and after the Closing, Seller shall make available for purchase by Buyer at Seller's cost any inventory and other materials related to the Material Handling and Environmental Business. Such purchases shall be completed by purchase order on such terms as the parties may

agree. Seller may from time to time make certain inventory available to Buyer on a consignment basis.

8. TERMINATION

8.1 TERMINATION EVENTS

To the extent the Closing does not occur contemporaneously with the execution of this Agreement, by notice given prior to or at the Closing, subject to Section 8.2, this Agreement may be terminated as follows:

(a) by Buyer if a material breach of any provision of this Agreement has been committed by Seller and such Breach has not been waived by Buyer;

(b) by Seller if a material breach of any provision of this Agreement has been committed by Buyer and such Breach has not been waived by Seller;

(c) by Buyer if any requirement in Section 2.5(a) has not been satisfied as of [date] or if satisfaction of such a requirement by such date is or becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement), and Buyer has not waived such requirement on or before such date;

(d) by Seller if any requirement in Section 2.5(b) has not been satisfied as of [date] or if satisfaction of such a requirement by such date is or becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement), and Seller has not waived such requirement on or before such date; or

(e) by mutual consent of Buyer and Seller.

8.2 EFFECT OF TERMINATION

Each party's right of termination under Section 8.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 8.1, all obligations of the parties under this Agreement will terminate, except that the obligations of the parties in this Section 8.2 and Article 9 (except for those in Section 9.5) will survive, provided, however, that, if this Agreement is terminated because of a breach of this Agreement by the nonterminating party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

9. GENERAL PROVISIONS

9.1 EXPENSES

Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and

performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants.

9.2 CONFIDENTIALITY

If the Contemplated Transactions are consummated, Seller and its representatives will maintain in confidence all Confidential Information pertaining to the Assets and the Material Handling and Environmental Business.

9.3 NOTICES

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested; in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the individual (by name or title) designated below (or to such other address, facsimile number, e-mail address or individual as a party may designate by notice to the other parties):

Seller:
Schwing America, Inc.
5900 Centerville Road
White Bear Lake, MN 55127

Buyer:
Schwing Bioset Incorporated
350 SMC Drive
Somerset, WI 54019

9.4 ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the other documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written document executed by the party to be charged with the amendment.

9.5 ENFORCEMENT OF AGREEMENT

Seller acknowledges and agrees that Buyer would be damaged irreparably if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by Seller could not be adequately compensated by monetary damages alone. Accordingly, Seller agrees that, in addition to any other right or remedy to which Buyer may be entitled, at law or in equity, it will be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of the provisions of this Agreement, without posting any bond or other undertaking.

9.6 GOVERNING LAW


This Agreement will be governed by and construed under the laws of the State of Minnesota without regard to conflicts of laws principles.

9.7 COUNTERPARTS

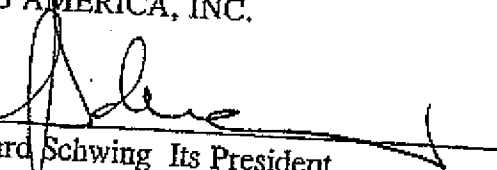
This Agreement may be executed in one or more counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile will be deemed to be their original signatures for all purposes.

The parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

SCHWING BIOSEP INCORPORATED

By: 
Thomas M. Anderson Its President and CEO

SCHWING AMERICA, INC.

By: 
Gerhard Schwing Its President

SCHEDULE 2.1

Assets

The following items to the extent used exclusively in the Material Handling and Environmental Business:

- The name Schwing BioSet Technologies, Inc. and goodwill associated thereto
- Leasehold interests in the Connecticut and Houston facilities.
- All tangible personal property and equipment including without limitation those assets listed on the attached Exhibit 2.1.
- All finished goods, works in progress, raw materials, spare parts and all other materials and supplies to be used or consumed in production and maintenance of the Seller Contracts related to the Material Handling and Environmental Business.
- A sublicense of the Bioset Sublicense.
- All Governmental Authorizations, if any.
- all data and records relating to the operations of Seller, including client and customer lists, research and development reports and records, service and warranty records, equipment logs, operating guides and manuals, financial and accounting records, creative materials, advertising and promotional materials, correspondence, and copies of all personnel records
- all intangible rights and property of Seller, including Intellectual Property including without limitation the Intellectual Property listed on the attached Exhibit 2.1, going concern value, goodwill, telephone, telecopy and e-mail addresses, and listings used exclusively in the Material Handling and Environmental Business and a perpetual, non-exclusive royalty free license to any intangible rights or property of Seller, including Intellectual Property used in the Material Handling and Environmental Business
- all insurance benefits, unless expended in accordance with this Agreement
- all claims of Seller against third parties relating to the Assets, whether choate or inchoate, known or unknown, contingent or non-contingent

- all rights of Seller relating to purchase orders, deposits, prepaid expenses, and claims for refunds
- Seller Contracts specifically identified on the attached Exhibit 2.1 Buyer shall purchase and assume Seller's obligation for all purchase orders not yet in production related to the Material Handling and Environmental Business, contracts in production but not yet delivered reflected on the financial statements as Project Costs and Estimated Profit in Excess of Billing related to the Material Handling and Environmental Business and those contracts for which there remains Deferred Maintenance or Warranty Reserve, each listed on the attached Exhibit 2.1

Excluded Assets.

- all cash and cash equivalents and short-term investments
- all owned real property
- all accounts receivable
- the minute books, stock records and corporate seal of Seller
- specified rights of Seller relating to deposits, prepaid expenses and claims for refunds specifically identified on Exhibit 2.1.
- all personnel records and other records that Seller is required by law to retain in its possession
- The BioSet Sublicense and related Capitalized Fee and Prepaid Royalty
- notwithstanding the foregoing, Seller shall make any such records available to Buyer as needed in connection with the Material Handling and Environmental Business

PATENT FILES
Material Handling Division

CANADIAN PATENTS

2,052,316	S51.13-0002	Sludge Flow Measuring System
2,113,589	S51.13-0004	Concrete Pump Monitoring System
2,117,258	S51.13-0006	Transfer Tube Material Flow Management
189597 Mexico	S51.13-0007	Transfer Tube Material Flow Management

MEXICAN PATENTS

183,503	S51.13-0003	Sludge Flow Measuring System
Repeat from above	S51.13-0004	Concrete Pump Monitoring System
187,058	S51.13-0005	Concrete Pump Monitoring System
189,597	S51.13-0007	Transfer Tube Material Flow Management
187,554	S51.13-0013	System & Method for Controlling Operation of a Sludge Material Handling

PATENTS

5,263,828	B87.312-0013	Two-Cylinder Thick Matter Pump Having a Piston Storage
5,281,113	B87.312-16	Thick Materials Pump
5,325,761	B87.312-17	Switching Arrangement / Speed of Hydraulic Drives
5,388,965	B87.312-21	A Sludge Pump
5,380,174	B87.312-22	Delivery Cylinders / Two Cylinder Concrete Pump
5,507,624	B87.312-23	Sludge Pump with Monitoring System

Patent # 5,361,797	S51.11-0007	Sludge Pipeline Lube System
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Patent # 5,257,912	S51.12-0002	Sludge Flow Measuring System
Inactive 06/627,718	S51.12-0003	Sludge Pumping System "File Closed"
Patent # 5,257,912	S51.12-0004	Sludge Flow Measuring System
Not filed	S51.12-0005	Diagnostic Sludge Flow Measuring System
Patent # 5,401,140	S51.12-0006	Closed Loop Sludge Flow Control System
Patent # 5,330,327	S51.12-0007	Transfer Tube Material Flow
Patent # 5,332,366	S51.12-0008	Concrete Pump Monitoring System
Patent # 5,469,957	S51.12-0011	Sludge Pipeline Lubrication System
Not filed	S51.12-0012	Sludge Flow Management System
Patent # 5,346,368	S51.12-0013	Sludge Flow Measuring System
Patent # 5,336,055	S51.12-0016	Closed Loop Sludge Flow Control System
Patent # 5,513,671	S51.12-0019	Hydraulically Controlled Water Spool Valve
Inactive 08/274,547	S51.12-0020	Hydraulically Controlled Water Spool Valve
Patent # 5,479,957	S51.12-0021	Sludge Pipeline Lubrication System
Inactive 08/275,042	S51.12-0022	Hydraulically Controlled Water Spool Valve
Patent # 5,346,368	S51.12-0023	Sludge Flow Measuring System
Inactive 08/717,665	S51.12-0028	Sludge Pump
Patent # 6,267,571	S51.12-0038	Hydraulic Disp. Pump Having Two Stroke Length

Patent # 6,442,840 S51.12-0043 Hydraulic Displacement Pump Having 2-Stroke Length
11/130,453 S51.12-0054 Sludge Diverter for Solo Sliding Frame

2,117,258 Canada S51.13-0006 Transfer Tube Material Flow Management
2,202,961 Canada S51.13-0014 System & Method for Controlling Materials Handling
System

S51.17-0005 Two Cylinder Viscous Material Pump

S51.18-0001 Sludge Flow Measuring System

S51.18-0002 Sludge Flow Measuring System

S51.18-0003 Sludge Flow Measuring System

S51.18-0004 Sludge Flow Measuring System

S51.18-0005 Sludge Flow Measuring System

S51.18-0010 Sludge Pipeline Lubrication System

S51.21-0005 SFMS

Reissue 32041 S237.12-0001 Control Valve for Viscous Material Pumps